



ARIZONA POLICE PSYCHOLOGY

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INFORMED CONSENT FOR PREEMPLOYMENT PSYCHOLOGICAL EVALUATION

Department: _____ Date: _____

Name: _____ Age: _____ Date of Birth: _____

Social Security Number: _____ Phone: _____

Overview of Evaluation

The agency that referred you here for assessment (hereinafter referred to as “the hiring agency”) has given you an offer of employment conditioned, in part, on the results of a job-related psychological assessment. Dr. Nathan Thompson and Dr. Connie Pyburn of Arizona Police Psychology, PLLC are licensed psychologists (hereinafter referred to as “psychologist”) and experienced in conducting such assessments and will perform the psychological evaluation. The assessment will consist of standardized written psychological testing, an oral interview, and a review of collateral or third-party information made available by the hiring agency or by you. This may include information gathered during the background investigation you authorized the hiring agency to conduct.

The assessment also will include a review of prior assessments if Dr. Thompson or Dr. Pyburn previously evaluated you. Both the written inquiries and interview will probe public and private aspects of your life. These inquiries are necessary to adequately assess whether your psychological traits and abilities satisfy the requirements of the position you have been conditionally offered. If at any time you wish to ask about the relevance of any question asked in the interview, please ask and you will receive an explanation as to why the requested information is needed. *As with any job application procedure, you have the right to terminate the assessment at any time. However, your decision not to participate in the examination will likely result in the revocation of the hiring agency’s conditional offer of employment.*

Limits of Confidentiality

Although the hiring agency is the psychologist’s client, not you, the psychologist nevertheless will be mindful of his/her duty to conduct the evaluation with fairness and objectivity. You specifically understand and agree that you are not receiving treatment or health care from the psychologist and that the psychologist does not consider him/herself to be treating you. You understand that you are not being examined for any purpose relating to your personal treatment or to your personal health care. Because the psychologist is conducting this evaluation at the request of the hiring agency and for reasons having nothing to do with treatment or health care, you do not have doctor-patient or psychotherapist-patient privilege in your communications with him/her. Therefore, you understand and agree that anything you say or do during or in connection with the evaluation is entitled to disclosure, if relevant to the evaluation, and may be disclosed to others involved in the selection process who have a need to know it. The hiring agency requires a report of pertinent findings and conclusions, including a determination of your suitability for this position, following the completion of the assessment. The hiring agency may authorize release of the records associated with this assessment, including any written report, to any other qualified professional. Circumstances leading to such an authorization may include a mandatory fitness-for-duty evaluation, disability claim, or other medical evaluation. State law also may require disclosure of otherwise confidential information for reasons associated with, but not limited to, risk of child abuse, a threat of serious harm to yourself or others, or court order. Some or all of the information you provide may be used for psychological research concerning test

validation, recruitment, selection, and performance of public safety employees. In the event information from your evaluation is used for research purposes, procedures will be put in place to help ensure that your identity is not revealed.

Report of Findings and Conclusions

Following the completion of the examination, the psychologist will give the hiring agency an oral and written report of relevant findings and conclusions relating to their opinion about your suitability for this position. These reports are necessary to fulfill the purpose for which you have been referred. The reports necessarily will contain private information, but the psychologist will make a good-faith effort to restrict the disclosure of private information to the minimum necessary to satisfy the purpose of the examination and to support findings, conclusions, and recommendations. If the findings, conclusions, opinions, or recommendations are challenged in an adjudicative forum, the psychologist may make full disclosure of all information as may be necessary or required by law.

Waiver of Access to Report and Records

This assessment is conducted solely to aid the hiring agency in determining your qualification for hire. You will not be provided a copy of any report the psychologist provides the hiring agency concerning your suitability. Because the hiring agency is the client, your authorization will not permit the psychologist to release or disclose the report to you or any third party. You specifically waive any and all statutory rights to access and review personal health care or any other information as it pertains to this examination, if any, whether arising under state or federal statutory, regulatory or common law, including but not limited to, the Health Insurance Portability and Accountability Act of 1996, and therefore have no rights to access or review the notes, reports, tests, analyses, or other information generated in connection with this evaluation of your suitability for employment. Even if some of the information contained or produced in this assessment might otherwise be accessible to you, this information is inextricably interwoven with other confidential data to which you otherwise would not be entitled. Therefore, you agree to exonerate, release, and discharge Dr. Thompson and Dr. Pyburn and the hiring agency, its officers, agents, or assigns, from any claim or damages, whether in law or in equity, on behalf of yourself, your heirs, agents, or assigns, for their refusal to make available any and all information contained in this preemployment psychological evaluation other than the final determination.

Potential Outcomes and Uses of the Examination Results

As a result of this examination, the psychologist will provide a rating that is used to determine whether you are psychologically qualified or unqualified for the position you are applying. The hiring agency has determined the standards and degree of suitability it requires for qualification. Regardless of the conclusions they reach and communicate in their report, the hiring agency may choose not to rely on their findings and recommendation, in whole or in part, when deciding on your status. Alternatively, the hiring agency may rely entirely on their report. Thus, depending on their ultimate conclusions and recommendations concerning your suitability, and depending on the hiring agency's consideration of their conclusions and recommendations, the results of this examination may have a significant impact on your candidacy.

The psychologists' opinion concerning your psychological qualification or suitability for this position is NOT a statement or opinion about your general psychological health or emotional stability, nor is it a statement about your suitability for this position with a different agency or for a different position with the same agency. Rather, it is a statement only about the degree to which the full range of assessment information available to them provides evidence at this time of the psychological traits and competencies required for the position.

Expiration Date

This authorization may be revoked at any time, except when action has been taken in reliance on this authorization. Unless revoked earlier, this authorization will expire one year from the date of signing or will remain in effect for the period reasonably needed to complete this assessment.

Redisclosure

The psychologist will advise the hiring agency to maintain the written report in a confidential medical file separate from other personnel information and that the information should be made available only to persons who have a bona fide need to know the information included in the report. Nevertheless, by signing this authorization and authorizing the

psychologist to release this information to the hiring agency, there is the possibility that the hiring agency could redisclose this information. By signing the authorization, you will expressly release Dr. Thompson and Dr. Pyburn from any liability for the disclosure.

Genetic Information

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA, Title II, from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to any request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Recording and/or Photographing During the Evaluation

You are not authorized or permitted to photocopy, photograph, record, or capture any portion of the evaluation, in whole or in part, including but not limited to written testing, personal history questionnaires, oral interview, and conversations with Dr. Thompson or Dr. Pyburn whether in-person or by telephone. This prohibition applies to all forms of recording, whether digital or analogue. By agreeing to proceed with this examination, you agree to accept this prohibition and any civil and/or criminal consequences for violating it.

Consent and Signature of Applicant

Note: If you do not have adequate time to review this form, you do not understand it, or if you require additional time to consult with an attorney or other advisor, you may reschedule this examination for a later time.

I have read, understand, and agree to the terms of the informed consent statement and waiver of my access rights.

Applicant's name

Applicant's signature

Date